

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE EASTERN DISTRICT OF TEXAS  
3                   MARSHALL DIVISION

3 VERSATA SOFTWARE                   \* Civil Docket No.  
4                                        \* 2:08-CV-313  
4 VS.                                \* Marshall, Texas  
5                                        \*  
5                                        \* June 11, 2012  
6 INTERNET BRANDS, ET AL           \* 11:30 A.M.

7                                        TRANSCRIPT OF JURY TRIAL  
7                                        BEFORE THE HONORABLE JUDGE WILLIAM BRYSON  
8                                        UNITED STATES FEDERAL CIRCUIT JUDGE

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25 (Proceedings recorded by mechanical stenography,  
transcript produced on CAT system.)

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13 P R O C E E D I N G S

14 (Jury in.)

15 THE COURT: Now, the first order of  
16 business is to swear the jury. And Ms. Martin will give  
17 you the juror's oath.

18 (Jurors sworn.)

19 THE COURT: Now, before we turn -- you  
20 can -- you can be seated. Thank you.

21 Before we turn to the counsel's opening  
22 statements, I'll give you a very brief overview, and  
23 some of you have sat on juries. A lot of what I was  
24 going to say, frankly, is not going to be necessary,  
25 given your experience and so forth, so I'm going to

1 short-circuit some of this.

2                   But let me just tell you for those of you  
3 who may not have sat on a jury before, the first thing  
4 that's going to happen is the lawyers are going to make  
5 an opening statement, basically giving you an outline of  
6 where this trial is going to go.

7                   Then they will start right in on the  
8 evidence. I suspect what we do is have opening  
9 statements before lunch and then evidence starting right  
10 after lunch. We will then go through the evidence,  
11 which will be typically in the form of live witnesses,  
12 with cross-examination, and some, I expect, deposition  
13 evidence as well. A deposition is basically a  
14 videotaped testimony from a witness who wasn't able to  
15 be at trial or was, for some reason, far away and so  
16 forth. But that evidence is just as important as live  
17 evidence that you'll hear.

18                   At the end of the case, I will give you a  
19 legal instruction, which will be in this case, I  
20 suspect, fairly lengthy. And you will have to attend to  
21 the legal instruction fairly carefully, because it's --  
22 it's the law that you are going to apply. But I will  
23 give you a copy of my instructions, so you're not going  
24 to have to memorize everything I'm saying.

25                   Then the lawyers will come back, and they

1 will make closing arguments to you, after which you will  
2 go into deliberations.

3 Now, the notebooks, which have just been  
4 given to you, you may use and feel free to take notes on  
5 anything that occurs, but I would just caution you --  
6 and some people find taking notes is a great way to  
7 remember things. Some people find taking notes gets in  
8 the way.

9 I actually fall in the second category.  
10 I find it gets in the way of my really listening. And I  
11 remember in school, I would go through a whole hour and  
12 copy down what I thought I was hearing, and then realize  
13 at the end of the hour, I didn't really remember  
14 anything that was said. All I had were these notes.  
15 So if you're like that, I would caution you don't try to  
16 take down everything. There's going to be a lot of  
17 testimony, so if you need something to remind you, notes  
18 are great. But if you don't and -- or if you really  
19 feel comfortable just listening and occasionally jotting  
20 something down, that -- that works, too.

21 Now, you've already heard some talk about  
22 some of the legal terms that we're going to get into,  
23 and, again, I'm going to short-circuit this, because I  
24 think you already know both from the discussions earlier  
25 and from your prior experience what most of these terms

1 mean. But sometimes lawyers do tend to use technical  
2 terms, so I'll try to make it a little -- give you a  
3 little quick course in some of the terminology.

4 The first is, when one refers to a party,  
5 that's just either the Plaintiff, which is the party --  
6 the person or the company or whatever that brought the  
7 suit, or the Defendant, which is the party that was  
8 sued.

9 Now, in this case -- normally, the  
10 plaintiff has a claim against the defendant, and yet  
11 frequently, not all the time, but frequently, the  
12 defendant also has a claim against the plaintiff,  
13 referred to sometimes as a counterclaim.

14 That has happened in this case, so both  
15 parties have claims against one another.

16 All right. Now, let me briefly  
17 describe -- I think you-all know what breach of contract  
18 really means. I mean, breach is not a word you use in  
19 ordinary, daily life, but all it means is breaking your  
20 binding contractual obligations and harming somebody by  
21 doing so. That's -- that's pretty straightforward.

22 There is another term or actually a  
23 couple of terms that you may hear that you will have to  
24 be -- this is going to sound a little strange to you,  
25 and I'll just tell you what the terms are, because it

1 will inoculate you, maybe, to the later terms.

2 So the first term is tortious  
3 interference with contract, and there's a related term  
4 called tortious interference with prospective contract  
5 or prospective business relationships. Now, that's a  
6 mouthful.

7                   But what it means essentially is that,  
8 for example, if you and I have a contract and -- or  
9 we're about to form a contract, and Mr. Helman over here  
10 should do something unlawful to interfere with our  
11 contract and deprive you of the benefit of the contract  
12 you had with me, or the benefit of the contract you  
13 expected legitimately to have with me, you could sue  
14 Mr. Helman for tortious interference with contract.

15 Tort is basically a legal word for a  
16 civil wrong; something that is done that's wrong that  
17 isn't a crime. You will hear those terms, but that's  
18 basically all it is.

19 You've also heard the term patent  
20 infringement, and I think you saw the video earlier  
21 about the -- how the patent system works. Very briefly,  
22 again, a patent gives an inventor, a person who goes to  
23 the Patent Office, and says I've invented something?  
24 If the Patent Office gives that person a patent on that  
25 invention, that means that that person, for 20 years,

1 can keep others from using, making, or selling that item  
2 that's covered by the patent.

3 Now, that doesn't mean that that person  
4 that has the patent can sue the universe for patent  
5 infringement. It just means that something that falls  
6 within the scope of the patent is something that's  
7 protected by the patent.

8 So if, for example, the patent owner sues  
9 somebody and says you've infringed my patent, the  
10 patent -- the defendant in that case can say: No, what  
11 I've done is quite different from what's covered by your  
12 patent. And that will be an issue that will be decided  
13 in a case exactly like this one.

14 The other thing that frequently happens  
15 is that the person who's being sued by the patentee will  
16 say, well, that patent is invalid. Patents to be valid  
17 have to be something new. They also have to be not  
18 obvious, but -- and we'll discuss these -- these terms  
19 later.

20 The parties will -- will spend some time  
21 on these terms. But if the party who is being sued can  
22 prove by clear and convincing evidence that the patent  
23 is invalid, then the patentee does not have a lawsuit,  
24 all right?

25 I think we discussed during the jury

1 colloquy the discussions with you, the burdens of proof,  
2 but let me just reiterate one more time. The normal  
3 burden of proof in a civil case, which this is, is the  
4 preponderance of the evidence; that is, if it's a little  
5 more on one side than the other, you go with the side  
6 that's got a little more force to it, a little more  
7 persuasive.

8                   We use the word burden, because that  
9 means that the party that has the burden is the party  
10 that must persuade you, even if only by a little, but  
11 that's the party that must persuade you.

12                  If, at end of the day, you say I don't  
13 know which way I'm persuaded, then the party that had  
14 the burden loses, okay?

15                  The other standard is clear and  
16 convincing evidence. And the -- that standard applies,  
17 for example, to the question of patent validity. And in  
18 clear and convincing evidence, it means pretty much what  
19 it sounds like; that in order for you to be satisfied  
20 that something has been proven by clear and convincing  
21 evidence, you must be left with a clear conviction that  
22 the fact in question has been proved.

23                  Now, I'll talk more at the very end of  
24 the case about burdens of proof and the legal standard  
25 and so forth, but these are things that I want you to

1 have in the back of your mind as -- as you start to hear  
2 the evidence.

3                   Now, I mentioned evidence. What is  
4 evidence?

5                   Well, evidence is what you're going to  
6 hear in court, but there are certain things that aren't  
7 included in evidence. The arguments and statements of  
8 lawyers, that's not evidence. So when the lawyers make  
9 their opening statement to you and when they make their  
10 closing statement to you, that's not evidence. That is  
11 designed to help you interpret and understand the  
12 evidence.

13                  So, you know, if a lawyer says something,  
14 that something had better be backed up by something in  
15 the evidence in order for you to credit it. You don't  
16 simply take the lawyer's word at face value.

17                  Also, there will be objections in my -- I  
18 will predict from time to time to some of the evidence,  
19 and there will be exchanges between the lawyers and  
20 myself over objections. Objections are not evidence,  
21 and the discussions between me and the lawyers are not  
22 evidence. These are just things which you should  
23 disregard in terms of deciding what you make of the  
24 evidence.

25                  That's something which is just between

1 the lawyers and me. It's not something that should bear  
2 on your decision.

3 I may at some point tell you to disregard  
4 particular testimony because it's -- for whatever  
5 reason, for legal reasons, you are to do that. You are  
6 to disregard as best you can the testimony when I  
7 instruct you to disregard testimony.

8 Now, that leads me to my final point, and  
9 then I will allow the lawyers to begin with their  
10 opening statements, after which we'll break for lunch.

11 The final point is, during the trial, you  
12 may find that people will want to talk to you about the  
13 case. It's very natural. You go home, somebody wants  
14 to know what's the case all about and so forth. You  
15 need to tell them that you can't discuss the case. Now,  
16 you can tell them, yes, I've been selected for a jury,  
17 and, yes, it's a civil jury, but you really should stop  
18 there.

19 And the reason is, because once you start  
20 down the path of talking about the case, then somebody  
21 might say, oh, yeah, I sat on a case like that. Boy,  
22 you know, that -- in my case, the Plaintiff had no case  
23 at all, blah, blah, blah. You see where that leads.

24 You really want to be focused entirely on  
25 the evidence in this case, so if anybody does talk to

1 you about the case or start to you about the case, just  
2 tell them I really can't talk about it until it's over.  
3 Once it's over, you can talk to anybody you want.  
4 You're free to. You cannot talk to anybody you want, as  
5 you like, but not until.

6 Now, the same goes for not sharing any of  
7 your views about the case or any thoughts or whatever on  
8 any social network, Facebook, Twitter, or any of that.  
9 And also, while we're talking about the Internet, don't  
10 do any research, independent research on the Internet  
11 about the companies or the lawyers or any of that.

12 Sometimes -- I'm pretty confident it's  
13 not going to happen with this jury, but every now and  
14 then, a juror will decide to get very enterprising and  
15 go out and do research on something and say look what I  
16 found; these guys did X, Y, Z 10 years ago.

17 Well, that's -- that is absolutely --  
18 can't -- no can do, all right? That's something you  
19 should just not pursue.

20 All right. You may happen to run across  
21 the lawyers -- this is a small courthouse. You may  
22 happen to run across the lawyers in the halls or walking  
23 to lunch or what-not. They will not speak with you.  
24 They may nod to you, but they won't speak with you.  
25 Now, that's not because they're not friendly. They are.

1 But it's because they know they're not supposed to have  
2 any contact with you. So don't go up to them and chat  
3 with them. And if you should have -- happen to say  
4 hello and they sort of give you a nod, and they don't  
5 reciprocate, that's why.

6 You have the notebooks, and you will, as  
7 I say, be able to take notes there.

8 And at this point, I think we're ready  
9 for opening statements.

10 Yes?

11 MR. ADAMS: Your Honor, one procedural  
12 matter. Because of the jury selection process, we were  
13 not allowed to be in the courtroom to set up our  
14 technical presentation equipment. May we have 10 or 15  
15 minutes or so?

16 THE COURT: Are you going to do that --  
17 are you going to need that for your opening statement?

18 MR. ADAMS: Yes, Your Honor.

19 THE COURT: Mr. Cole?

20 MR. COLE: How far out are we just to  
21 make sure --

22 THE TECHNICIAN: I think we just need one  
23 quick test and we'll be ready.

24 MR. COLE: I don't if you guys can work  
25 while I'm --

1                   THE COURT: Can you work while the  
2 opening statement, Mr. Cole's opening statement is going  
3 on?

4                   MR. ADAMS: As long as it's not  
5 disturbing to him, Mr. Cole.

6                   MR. COLE: I'll be oblivious.

7                   THE COURT: I would like to get going so  
8 that we can get lunch at a reasonable hour.

9 Very well. Who will be giving the opening statement for  
10 the Plaintiff?

11                  MR. COLE: I will, Your Honor.

12                  THE COURT: Mr. Cole.

13                  MR. COLE: Your Honor, do we want to pass  
14 out the juror notebooks at this point or wait until  
15 after opening statements?

16                  THE COURT: I'm assuming that opening  
17 statements will be general enough that the juror  
18 notebooks would not be all that helpful at this point.

19                  If you intend to call their attention to  
20 particular pieces of data or documents, then that could  
21 be.

22                  When we say juror notebooks, by the way,  
23 you're going to get another notebook in addition to the  
24 one you have now, which will contain some of the  
25 documents that are at issue in the case. And that will

1 be helpful to you, because you can actually look at what  
2 the lawyers are talking about.

3                   But what -- we're not going to give you  
4 those, I think, right now, because they're not going to  
5 get into the real nitty-gritty of the case, I think,  
6 until the evidence starts coming in.

7                   So, Mr. Cole.

8                   MR. COLE: Thank you, Your Honor. May it  
9 please the Court.

10                  This is a case about unfair competition.  
11 We filed this lawsuit because the Defendant, AutoData,  
12 competed against us and took away one of our customers  
13 by wrongly claiming to have broad rights to use our  
14 ideas, our innovation, and our patented technology.

15                  But in reality, they had only a small  
16 fraction of the rights that they claimed, and they did  
17 all of this because they wanted to win a  
18 once-in-a-lifetime contract, a multimillion-dollar deal  
19 with Chrysler to replace the technology we were  
20 providing at a discount price.

21                  And their tactics paid off, because they  
22 won the Chrysler deal. And after they won the contract,  
23 they went to work actually implementing or building the  
24 software that Chrysler wanted. And when they did that,  
25 they infringed one of our patents.

1                   But the law protects the investments we  
2 have made in our technology, and that's why we're  
3 bringing this lawsuit, to protect the investment.

4                   My name is Scott Cole, and I'm one of the  
5 lawyers here for Versata.

6                   Mr. Randy Jacops is here with us at  
7 counsel table. Mr. Jacops was the CEO of Versata during  
8 the whole time period we're going to be talking about.

9                   I think you met Mr. Baxter this morning.  
10 Demetrios Anaipakos and Kevin Kneupper -- and John  
11 Shumaker is around here somewhere. We kind of have a  
12 team approach, so you'll see a lot of us shuffling in  
13 and out, but it helps us to move fast.

14                  Now, let me tell you a little bit about  
15 Versata. Versata is a software company. It was started  
16 in the late 1980s by four Stanford University students  
17 in California.

18                  Now, back then when they were formed, the  
19 company was called Trilogy Software. That was the  
20 original name. And in the intervening years, they  
21 decided to change the name to Versata. So it's  
22 confusing to all of us, but just try to keep in mind  
23 that Trilogy and Versata are the same company. It's  
24 just a new name. So you'll probably see both names a  
25 lot. I know it's a little confusing.

1                   But in any event, Versata moved to Austin  
2 in the early 1990s and then grew to be a very successful  
3 company in the area called enterprise software.  
4 Now, enterprise software is software that's built and  
5 designed for big businesses to use rather than software  
6 for individuals like you and me. Like we might use  
7 Microsoft Word or QuickBooks or something like that, but  
8 enterprise software is designed to be sold to big  
9 companies, and they run large applications for their  
10 business purposes.

11                  Now, let me give you just a couple of  
12 example of what enterprise software is. So one kind of  
13 enterprise software that Versata made and sold was  
14 called configuration software, and what that did is it  
15 allowed you to take really complicated products, like  
16 computers or airplanes, or as you can see here, cars  
17 that have lots and lots of parts that fit together.

18                  And configuration software can take all  
19 of those parts and put them together virtually inside  
20 the computer to figure out which of the billions and  
21 billions of possible ways you can construct this car,  
22 which ones will actually work, which ones the company  
23 might want to sell or not sell.

24                  Another type of software that Versata  
25 built and sold in the enterprise software field was

1 pricing software, and it allowed companies -- large  
2 companies that would have maybe thousands of products  
3 they're selling; they might have thousands of customers.  
4 And it would allow them to manage this huge maze of  
5 pricing information and put that on a laptop computer,  
6 and put it in their sales force so they can go out and  
7 close deals right out there in the field.

8                   So those are a couple of examples of what  
9 enterprise software is about.

10                  Now, Versata grew and was a very  
11 successful company in this area. And we have a number  
12 of customers in various industries, including several in  
13 the automotive industry that we're going to be talking  
14 about in this case.

15                  For example, we do work for Ford and  
16 Jaguar and Land Rover, to name a few. So that's --  
17 that's Versata. That's our client.

18                  Now, the Defendant, AutoData, is a -- is  
19 an automotive data company, as can you probably guess  
20 from their name, and that's a little bit different.  
21 What they specialize in is gathering information from  
22 all the various car manufacturers about what kinds of  
23 models they have, what options are available on those  
24 models, and how you can -- how the companies actually  
25 sell their products.

1                   And they collect that data and package it  
2 up in ways that make it useful for software companies  
3 like us to use. So, for example, Versata might buy data  
4 from AutoData to feed into our software. But AutoData  
5 wanted to move beyond being just a data company, and  
6 they wanted to move more into the area that we were in.  
7 And so in early 2008, they were looking to win some  
8 business from Chrysler. The business actually at the  
9 time we had. And since -- in fact, since 2004 -- for  
10 about four years, since 2004, we had been doing work for  
11 Chrysler under a very substantial contract that paid us  
12 about 5 to \$6 million a year. So that was 2004.

13                   Now, in 2007 -- before this particular  
14 bid went out, in 2007, Chrysler was bought by a Wall  
15 Street private equity firm called Cerberus Capital,  
16 okay? And when Cerberus Capital bought Chrysler, they  
17 installed a set of new executives to run things. And  
18 the new management at Chrysler had some different  
19 priorities and different ideas.

20                   But first and foremost, what they wanted  
21 to do, when they took over, was to cut costs. And one  
22 of the areas they looked at cutting costs in was the  
23 money that they were paying to us under our contract.

24                   So pursuant to that, or basically in  
25 accordance with the Chrysler -- new Chrysler

1 management's goals, they sent out an invitation to  
2 companies in the industry to come in and bid on the  
3 business that we have.

4                   So if we could look at Plaintiff's  
5 Exhibit 367.

6                   Now, this is one of the exhibits that  
7 you'll see in this case, and this is a set of notes from  
8 some AutoData salespeople, when they were meeting with  
9 Chrysler early on. You can see here the date is  
10 February 2008, and the subject of the notes here is  
11 Chrysler U.S. - Build and Price.

12                  So that's -- build and price was the core  
13 of the software that we were -- that we had provided to  
14 Chrysler. It allowed you to build a car to configure  
15 all those parts together, and then to price it.

16                  And they're talking about -- the  
17 important thing here is that they're talking about why  
18 this bid is going out. Their motivation -- Chrysler's  
19 motivation is to save a lot of money by the end of the  
20 year. And the reason that's important here is their  
21 motive is not that they wanted some fundamentally new  
22 technology. They didn't look at what we were doing and  
23 say we don't like that.

24                  What they were saying is, we want the  
25 same thing; we just want it cheaper; and we want that

1 savings to kick in right away.

2 Now, Chrysler's goal -- in other words,  
3 the reason that they sent out this request for a new --  
4 a new bid, their goal is important here, because since  
5 their focus was not on being dissatisfied with our  
6 functionality. Because they wanted to save money, it  
7 was important that there not be any legal concerns.

8 Now, let's take a look at another  
9 document. This is Plaintiff's Exhibit 352. This is on  
10 the same subject. Again, this is February 2008. This  
11 is an internal AutoData e-mail that's copying Chrysler,  
12 okay?

13 And they're talking about, again, what  
14 Chrysler's motive is in sending out this bid for  
15 replacement. And they say as a first phrase, this would  
16 enable Chrysler to replace the current underlying  
17 software, while maintaining the existing functionality.  
18 They want to maintain the same functionality that we  
19 provided and also the same look and feel.

20 They wanted AutoData, new vendor, to do  
21 what we did, the same functionality, and even make it  
22 look and feel the same way. They just wanted to do that  
23 for less.

24 Now, let me be clear right off the bat.  
25 We don't blame Chrysler for wanting to save money at

1 all. Nobody is saying that there was anything wrong  
2 with Chrysler wanting to pay less. But their goal in  
3 wanting the same thing for less meant that a new vendor  
4 had to have the legal right -- they had to be able to do  
5 everything that we were doing.

6                   And we have patents that cover our  
7 technology. And one other thing that's important is  
8 Chrysler's goal meant that AutoData knew they had an  
9 incentive to tell Chrysler whatever it took to convince  
10 them that they could do everything we could do.

11                  And, in fact, that's just what -- what  
12 AutoData told Chrysler. You'll hear evidence that  
13 AutoData promised Chrysler that they had the rights to  
14 do anything and everything we could. The only problem  
15 with that is it's not true.

16                  And you'll see evidence that these broad  
17 assurances that Chrysler (sic) made, that they could do  
18 everything we could do, is just an overstatement. It's  
19 not the case. In fact, AutoData had a license to one  
20 small group of patents covering a portion of one area of  
21 our software.

22                  And let me tell you briefly how that came  
23 about. Judge Bryson, I think, mentioned to you briefly  
24 that there was a prior lawsuit between these parties,  
25 and it started back in the late 1990s, and unlike this

1 time, the parties were able to actually settle that  
2 dispute before coming to trial. So in other words, they  
3 entered an agreement that basically got rid of all the  
4 lawsuits.

5 And the agreement -- scratch that -- in  
6 the agreement, AutoData paid us. In exchange for that,  
7 they got a license to a portion of our -- excuse me -- a  
8 portion of our patents.

9 Now, that was in 2001. There was an  
10 agreement they had a license to a small group of our  
11 patents, and that's the only license that they have.

12 Now, you fast-forward back to 2008.

13 Again, this is back when the Chrysler bid was going out,  
14 and when Chrysler tell -- excuse me -- when AutoData  
15 tells Chrysler that they have the broad rights to do  
16 anything we can. In reality, they just have the one  
17 license.

18 Now, not only did AutoData overstate or  
19 oversell; the problem was with AutoData even having this  
20 discussion with Chrysler at all. And the problem is  
21 that in that settlement agreement that we entered in  
22 2001 -- this is a section of it; this is the agreement  
23 between us and AutoData settling that litigation.

24 In that agreement, AutoData promised that  
25 they wouldn't do that; that they would not disclose,

1 confirm, or otherwise discuss this agreement -- that's  
2 the one that gave them the license -- or its terms and  
3 conditions or any confidential information. Except, and  
4 there's some exceptions there, but none of those are at  
5 issue in this case.

6                   The important thing is, they promised not  
7 to discuss the terms of this license. And even if  
8 AutoData comes in here in this case and says: Listen,  
9 we showed them a copy of the license. We were perfectly  
10 clear about the rights that we did and did not have.  
11 Even if that's their position, and I don't think it's  
12 going to be, they still broke their promise not to  
13 broach that subject, certainly not in competition with  
14 us.

15                   And it makes sense that this is -- that  
16 this issue -- in other words, the legal rights here was  
17 an important one to Chrysler, because if your goal is to  
18 save money, the last thing in the world you need is a  
19 lawsuit where you're going to have to pay lawyers and go  
20 to all that distraction.

21                   If you're looking to save money by  
22 year-end, getting involved in a lawsuit is the last  
23 thing that you want.

24                   Now, how do I know it's -- this was an  
25 important issue to Chrysler?

1                   Now, this is an e-mail in 2008, July of  
2 2008, that's from Mr. Perrier, who, I believe, is the  
3 CEO of AutoData to another AutoData person. And the  
4 subject here is that something came up in a meeting with  
5 Chuck. And Chuck is Chuck Sullivan, and he was the most  
6 senior Chrysler executive in charge of this project; in  
7 other words, he was the Chrysler executive in charge of  
8 the bid to replace us.

9                   Now, Chuck mentioned something about a  
10 perpetual license that AutoData has with Trilogy on  
11 config and wanted to understand more on certain vehicle  
12 processes, et cetera. That shows Mr. Sullivan's  
13 sensitivity to that issue. And he -- Mr. Perrier says:  
14 They are obviously prepping and are super-sensitive to  
15 Trilogy patents.

16                  And we agree; Chrysler was  
17 super-sensitive to our patents, because they knew they  
18 wanted a replacement for us, and they knew that we had  
19 patents that covered our technology.

20                  Now, let me make a couple of final  
21 points on -- this is our breach of contract claim.  
22 We're not saying that there's anything wrong with  
23 competition. The fact that Chrysler bid this out, the  
24 fact that AutoData competed against us, the fact that  
25 they won, all of that is not in dispute. That is

1 perfect -- that's perfectly legitimate. It happens  
2 every day. We don't have a problem with it.

3                   There's nothing wrong with Chrysler  
4 wanting to save money, but breaking legal agreements and  
5 misrepresenting facts are wrong, and that's the basis of  
6 our suit. We're not complaining about the competition  
7 itself. We're complaining about the broken agreements  
8 and the misrepresentations.

9                   Okay. Now, we're going to move to our  
10 second claim, which is the patent claim. And so not  
11 only did they overpromise in order to get the deal, but  
12 once they won the contract, AutoData then did the very  
13 thing that Chrysler was concerned about on the front  
14 end. They infringed one of our patents in their  
15 software that they put into place for Chrysler.

16                   Now, the patent you're going to hear  
17 about was invented primarily by two Versata engineers  
18 named Jeff Van Dyke and Josh Walsky, and they'll both be  
19 here to testify for you. They'll be our second and  
20 third witnesses.

21                   And the technology that the patents cover  
22 involves allowing people to automatically comparably  
23 equip cars. And what that means is, with this  
24 invention, you can take a car that you might be  
25 interested in and fill out various options and features

1 that you like, and it will automatically figure out some  
2 models that compete with that and fill those models out  
3 in a way that is most similar to give you a true  
4 apples-to-apples comparison.

5                   In other words, rather than having to  
6 rely a salesperson to tell you that this other car over  
7 here is the competitor and why it's terrible, it will  
8 allow you, by using our configuration technology, to  
9 construct a car that really does match up to the one  
10 you're looking at. And it gives you a lot of power in  
11 the buying process.

12                  Now, the reason they came up with this  
13 invention is that they were looking for ways to use our  
14 configuration technology, the technology that allows you  
15 to put these cars and planes and computers together, and  
16 they were looking for ways to -- to really put that to  
17 new use.

18                  And at the time, in the late 1990s,  
19 websites and the Internet was not nearly as interactive  
20 as it is now. Now, you sort of get used to going in  
21 there and clicking on things and allowing the website to  
22 do a lot of things for you.

23                  But actually, back in the late '90s,  
24 things were much more static, which means you could go  
25 get information, but it was hard to sort of go back and

1 forth with the websites.

2                   And this invention enabled you to  
3 actually do some of that interactivity with the website  
4 and construct cars and then generate comparable cars to  
5 allow you to shop in a more efficient way. And you  
6 could do this in seconds. You could get comparisons  
7 right then and there on the Internet, even in situations  
8 where thousands of people might be trying to make the  
9 same request at a time.

10                  And there's a lot of challenges that go  
11 into building a computer system that can handle that  
12 kind of load. So in 2000, they filed for a patent on  
13 their ideas, and after going through the lengthy and  
14 detailed process at the Patent Office that you heard  
15 about, in 2006, the U.S. Patent Office granted a patent,  
16 and that's the one we'll be talking about today.

17                  Now, as the video explained to you,  
18 patents are a way to claim ownership over ideas and  
19 intellectual property like a deed allows you to claim  
20 ownership over land. And in order to get our patent, we  
21 had to write our ideas down ahead of time. In other  
22 words, we had to write a long -- it's called a  
23 specification, and it's a lot of drawings and -- and  
24 language that describes exactly what it is that you  
25 invented.

1                   There's a section at the end that is the  
2 legal claims, like the metes and bounds on a piece of  
3 property, that spells out precisely what it is you're  
4 claiming as your ideas and your invention.

5                   And the evidence will show you that once  
6 you understand what we invented, that AutoData's  
7 software at Chrysler infringes that patent. And -- and  
8 I won't get into the details of the infringement case at  
9 this point, but I'll just tell you now, we hired a  
10 professor of computer science at the University of Texas  
11 named Scott Nettles, who studied our patent and studied  
12 AutoData's product, and he will explain to you why it is  
13 that they infringe our patent.

14                  Now, those are our claims in this case.  
15 We're not asking for billions of dollars here, but we  
16 are asking for fair compensation for AutoData's improper  
17 behavior. And we're asking for fair compensation for  
18 their use of our patent as the law requires. So that's  
19 our side of the case.

20                  And as Judge Bryson mentioned to you,  
21 there's actually claims coming back at us in this case.  
22 So let's talk about that real briefly.

23                  So after we filed this lawsuit against  
24 AutoData, and only after we filed the suit against  
25 AutoData, they decided to assert these claims back at

1 us. And these claims they had never made, ever; until  
2 after we filed our case. They are classic me-too  
3 claims.

4 In the legal system, we call them  
5 counterclaims, and let's look briefly at what they're  
6 saying.

7 Well, first of all, they don't accuse us  
8 of infringing any patent. No patent infringement case  
9 by AutoData. Instead, what they say is that we have  
10 taken and used some of their trade secrets. And a trade  
11 secret is different than a patent in a lot of respects,  
12 and let me give you just a few.

13 The first way a trade secret is different  
14 than a patent is that nobody ever -- no neutral third  
15 party and certainly not the government has decided that  
16 the things they point to actually are trade secrets. No  
17 one has ever determined that. No one in the world has  
18 ever validated that the things they're going to point to  
19 are, number one, actually owned by AutoData. No one's  
20 decided that.

21 Number two, that these things are  
22 actually secret. They claim that they're secret, but no  
23 one has ever decided that.

24 And, number three, no one has ever  
25 decided that the things they point to actually have

1 value. And that's a requirement to show something is a  
2 trade secret.

3                   The basis for their claims is purely  
4 their say-so and they only said so, after we filed the  
5 suit against them. And I'd like you, as the case goes  
6 on, to pay very close attention to precisely what  
7 AutoData says their trade secrets are, because we think  
8 the evidence will show the claims they have made have  
9 been shifting over time, and we think you're going to  
10 have to decide ultimately if the claims they're making  
11 are well-defined, well-established, actual trade  
12 secrets, or vague, after-the-fact, constantly changing  
13 allegations designed just to get back at us.

14                   That's an important thing to keep in  
15 mind, and the devil is in the details. We ask you to  
16 pay close attention to what they say their trade secrets  
17 are, and pay close attention to what they contend we did  
18 with them supposedly. I think that will be telling. So  
19 that's the claim back at us.

20                   And to wrap up, we really look forward to  
21 presenting our case to you. And you're going to hear,  
22 as you probably can tell, a lot of issues flying back  
23 and forth. We're saying one thing; they're saying  
24 something different; but, ultimately, the core of this  
25 case is that AutoData wrongly competed with us,

1 essentially by promising Chrysler that they could give  
2 them our premium software at a discount price; and then  
3 in part, using our own patent to do it.

4                   And we'll ask you at end of this case not  
5 to award their tactics and not to accept their me-too  
6 claims back at us.

7                   Thank you.

8                   THE COURT: Thank you, Mr. Cole.

9 Who will give opening statement for the Defense, Mr.  
10 Adams?

11                  MR. ADAMS: I will, Your Honor.

12                  THE COURT: Very well.

13 As I mentioned, Ladies and Gentlemen of the Jury, we  
14 will break for lunch at the close of the opening  
15 statements, and then when we return, we will begin with  
16 the evidence.

17                  (Pause.)

18                  THE COURT: Are we ready to go?

19                  MR. ADAMS: Good.

20                  THE COURT: Good.

21                  MR. ADAMS: I'll just proceed, Your  
22 Honor.

23                  THE COURT: Well, if -- if the -- if the  
24 slides are really critical to your opening statement and  
25 you would feel disadvantaged by not having them, I think

1 the jury would understand and be happy to break now and  
2 have your opening statement after lunch.

3 My preference would be have them  
4 together, but if that really is an important part of  
5 your opening statement, we -- I'm happy to wait until  
6 after lunch to -- to proceed.

7 MR. ADAMS: I apologize, but I do believe  
8 it's important to my opening statement.

9 THE COURT: All right. And I take it  
10 that we have more than just another -- well, here comes  
11 something.

12 Are we -- well, why don't you consult  
13 with your technical folks and see if you've basically  
14 got everything ready to go or whether you're going to  
15 need --

16 MR. ADAMS: If you give me a couple of  
17 minutes --

18 THE COURT: A couple of minutes.

19 MR. ADAMS: -- I'll confer.

20 THE COURT: It looks like we're heading  
21 in the right direction, so we'll go ahead with this.

22 (Pause.)

23 THE COURT: Are we good to go?

24 MR. ADAMS: Yes. I apologize, but I  
25 think we're fit to go.

1                   THE COURT: All right. We'll start your  
2 time running now.

3                   MR. ADAMS: May it please the Court.

4                   Ladies and Gentlemen of the Jury, my name  
5 is Mike Adams, and I represent AutoData in this dispute.  
6 I'm sure you would agree that in making any important  
7 decisions, it's a good idea to have all of the facts and  
8 information that you can so that you can make a good,  
9 reasoned decision.

10                  I'd like to tell you in my opening  
11 statement about some additional facts and information  
12 that I think will be helpful for you and that we're  
13 going to present throughout the trial. With these  
14 additional facts, I believe we'll be able to paint a  
15 complete picture of what this dispute is all about.

16                  Two of the witnesses we're going to  
17 present at trial are Mr. Greg Perrier, the gentleman who  
18 just stood up. He's the President and CEO of AutoData.  
19 And the other gentleman that we're going to present from  
20 AutoData is Mr. Chris Wedermann. He's the Executive  
21 Vice President.

22                  I'd like to tell you a little bit about  
23 the history of AutoData. It was founded over 20 years  
24 ago in the early 1990s. Mr. Wedermann was the second  
25 employee, and Mr. Perrier joined him soon thereafter.

1                   Mr. Perrier had been working at a  
2 family-owned dealership and was asked to join AutoData  
3 as a consultant, and ultimately was asked to become the  
4 CEO. It was a small startup -- startup company at that  
5 time, and their goal was to provide technology solutions  
6 and services to the automotive industry.

7                   From 1990 up to the present, the company  
8 has steadily grown both in the number of employees and  
9 revenue, and today the company has about 250 employees.  
10 Those employees are headquartered in London -- Ontario,  
11 which I learned from personal experience is about a  
12 two-hour drive from Detroit. So they're close to the  
13 automotive industry.

14                  They also have a facility that's located  
15 in Detroit, in the Detroit area. Starting in the early  
16 to mid-1990s, AutoData had already established itself as  
17 a successful company in the automotive industry. They  
18 already had customers like General Motors, Ford, and  
19 even Chrysler.

20                  And over time, they became known as one  
21 of the leading suppliers of technology and services to  
22 the automotive industry in North America. Here's a  
23 little interesting fact that you'll hear: AutoData's  
24 technology is used to manage every Ford commercial truck  
25 order placed by over a thousand dealerships in North

1 America.

2                   The idea of AutoData's technology is it's  
3 to help aid auto manufacturers develop their cars,  
4 market their cars, and sell their cars to customers.  
5 For example, on the chrysler.com website, there's a  
6 number of shopping tools.

7                   One is called find a car; another one is  
8 called select a car, price a car, calculate payments,  
9 build a car, or configuration, which you've already  
10 heard about; vehicle comparison, dealers, and inventory.

11                  Most of these capabilities were in the  
12 AutoData software in the 1990s. And over time, they've  
13 added more capabilities and have improved on them. So  
14 AutoData was more than just a data company. They  
15 provided software.

16                  During the course of providing their  
17 software, though, they learned that it was important to  
18 have good quality data to feed to their software. I  
19 like to refer to it as the fuel for the software  
20 engines. If you have bad fuel, the engine is not going  
21 to run properly.

22                  They also learned that their data needed  
23 to be complete, accurate, and flexible, because there  
24 were different engines that -- software engines that  
25 were going to have to use that data.

1                   You heard a little bit about how  
2 complicated the data can get, because you have so many  
3 different components in vehicles, but they figured out a  
4 way to research and gather and organize that -- that  
5 data.

6                   There's all kinds of things to take into  
7 account, such as the engine size, engine type. You  
8 know, if you want extended cab, crew cab, or do you want  
9 a CD player, premium stereo. And you even have to take  
10 into account where's the vehicle being sold. If it's  
11 being sold in California, you might have special  
12 emissions you have to deal with. In Alaska, you may  
13 even need to get an engine block heater, because it's so  
14 cold.

15                  So all these things needed to be taken  
16 into account, and AutoData figured out a way to organize  
17 this data. It gets even more difficult than that,  
18 because, as you know, auto manufacturers have different  
19 options and packages that they offer. And sometimes the  
20 options and packages don't match.

21                  So you may have a premium package and  
22 then a regular package, and you can't necessarily pick  
23 both, because one has cloth, one may have leather, and  
24 you can't pick cloth and leather at the same time. And  
25 so they developed rules to help the software figure out

1 that if you pick this package, you can't pick another  
2 package.

3                   And as I indicated, different software  
4 engines require different formulations of that -- that  
5 data, and they became so successful, after formulating  
6 their data, that they were able to sell it to third  
7 parties, including folks like Versata.

8                   Versata had a need and found it useful to  
9 use the AutoData data. One of the advantages of their  
10 data is that they were able to reformulate it in a way  
11 that it can work with these third-party engines.

12                  So they designed their data to work with  
13 their own engines, but they had a trick where they could  
14 easily reformulate it on-the-fly so that third parties  
15 could use it in their engines -- their software engines.

16                  Starting in about the 1995 time, they  
17 developed a technology -- a software engine that was  
18 called ACE, A-C-E. And you heard Mr. Cole, in his  
19 opening statement, refer to comparison as automatically  
20 comparably equipped.

21                  Well, I don't know -- that's where the  
22 ACE algorithm came -- I mean, the ACE acronym came from.  
23 A-C-E, automatically comparably equipped.

24                  AutoData had invented that in 1995. It  
25 was not only a software engine, but they figured out how

1 to structure the data so you could compare two different  
2 vehicles.

Different auto manufacturers refer to their components and models and trims by different marketing terms. And so if you're trying to decide; do I want a Ford truck or a Chevy truck? You don't know; is a Ford 150 the same as a Chevy 1500.

8                    Well, if you know about trucks, maybe you  
9 do, but the software doesn't know that those may be  
10 comparable, and so they had to figure out a way to  
11 structure their data so that if somebody picked a Ford  
12 F150 and they wanted to fairly compare it to a Chevy,  
13 the software knew that a 1500 was the same as a 150.

14 There are other examples like that. Like  
15 one company may call it cruise control; another company  
16 may call it speed control, but they're the same thing.  
17 And so the data has to be matched up so the computer  
18 software knows we're dealing with the same components.

19 So they developed that in 1995 and had  
20 their first sale of that software probably in the '97  
21 time period. And then interestingly, this is where the  
22 business relationship between AutoData and Versata first  
23 got started.

24 So if we move to the green timeline,  
25 these are some key dates that we're going to be talking

1 about that are involved in the AutoData/Versata  
2 relationship. Very interestingly, Versata approached  
3 AutoData in the November 1997 time period and basically  
4 said, we have a critical business need to be able to  
5 provide to our customers, our auto manufacturers, the  
6 ability to automatically comparably equip. And we also  
7 need the data to be able to do that.

8                   And so my client -- it was actually  
9 Mr. Perrier and Mr. Wedermann met with Mr. Van Dyke, who  
10 ultimately became the, quote, inventor of the '821  
11 patent, and other Versata folks to talk to them about  
12 their technology and their data. That was done under a  
13 confidentiality or a -- or a non-disclosure agreement.

14                   And as it turns out, Versata was  
15 interested enough in the AutoData technology that they  
16 asked them to submit a response to a request for a  
17 proposal. You'll see that document get addressed in  
18 court.

19                   They -- as it turns out, they ultimately  
20 did not want the ACE, or automatically comparably  
21 equipped engine, but they were interested in the data,  
22 not necessarily for doing vehicle comparison. But they  
23 liked the data enough that they said, well, we think our  
24 configuration engines would work well with that data.  
25 And they had an important contract coming up with Ford.

1                   AutoData had already been working with  
2 Ford Canada at the time, and AutoData said, well, can  
3 you supply us this data for Ford U.S. And so they  
4 entered into an agreement called a Master Services  
5 Agreement.

6                   And at that time, AutoData disclosed its  
7 data information, which contains a lot of trade secrets  
8 about how they structured the data, what type of data  
9 they include, so on and so forth that helps the  
10 configuration engine run better.

11                  You'll hear evidence that after the Ford  
12 contract was entered into -- keep in mind, this contract  
13 was just to supply data for the Ford configuration  
14 engine -- that Versata entered into a contract with  
15 Toyota. And you'll see evidence that Versata actually  
16 took the data trade secrets and information that they  
17 learned through the Ford contract and applied those to  
18 the Toyota contract without AutoData's knowledge or  
19 permission.

20                  Well, we'll have our own experts to  
21 testify about that to explain to you how you can see  
22 that the data trade secrets were used from Ford into  
23 Toyota. And Versata profited off of that, because they  
24 entered into a contract and made money.

25                  And then, also interestingly, even though

1 Versata had said originally they weren't interested in  
2 ACE, lo and behold, they offer to Toyota a vehicle  
3 comparison engine in June of 1998.

4 As you recall, in November of 1997 is  
5 when they had this meeting with Mr. Van Dyke and others  
6 and disclosed their vehicle comparison technology. But  
7 Versata said they weren't interested at the time, and  
8 here June of 1998, they're selling the technology to  
9 Toyota.

10 Well, the relationship, as you heard,  
11 between the two parties ended. And then about two years  
12 after the initial disclosure of the AutoData vehicle  
13 comparison technology to Versata, Van Dyke -- Mr. Van  
14 Dyke and Versata filed for the '821 patent. That's what  
15 we refer to it in the case, and that's the vehicle  
16 comparison patent that we're now accused of infringing.

17 Mr. Perrier will tell you that our claims  
18 are not just me-too claims. When he was served with a  
19 lawsuit and started looking into the claims, he saw that  
20 they were accusing his company of infringing vehicle  
21 comparison technology. And he's like: Excuse me. I  
22 was back in a meeting with Versata in the 1997 time  
23 period, and they told me they didn't have vehicle  
24 comparison and wanted to know about our capability. And  
25 now they are having a patent and suing me for it.

1                   So we started looking into it, and that's  
2 what led us to believe that perhaps they used our trade  
3 secrets in order to develop their vehicle comparison  
4 technology and then represent to the Patent Office that  
5 they were the inventors of that technology.

6                   You've heard a little bit about the  
7 litigation and the dispute back in the 2001 time period  
8 that ended and resulted into a settlement and license  
9 agreement. And Mr. Cole showed you an excerpt from that  
10 agreement.

11                  So if we can pull up another excerpt from  
12 that agreement: It should be in the green timeline.

13                  Mr. Cole showed you a provision in that  
14 contract that said this contract's confidential; you're  
15 not supposed to tell anything about this contract.

16                  What he didn't show to you is this other  
17 important section where AutoData was required to  
18 basically state that -- well, that their technology may  
19 be licensed under one or more patents, including U.S.  
20 Patent No. '651, which is a Versata patent. Above that,  
21 you'll see it specifically requires AutoData to mark in  
22 a form that human beings can read either on their  
23 website or in their software that they may be licensed  
24 to these Versata patents.

25                  So if we disclose that we were licensed

1 to Versata patents, it was something we were doing,  
2 because we were obligated to under the contract.

3                   So now this leads us up to the current  
4 dispute involving Chrysler, and that's going to be the  
5 yellow timeline.

6                   So AutoData was invited by Chrysler to  
7 participate in this request for a quote; same thing as  
8 request for a proposal. Chrysler sent them this request  
9 for quote and they responded -- AutoData responded.  
10 Versata did as well. So they were competing for the  
11 same business.

12                  Part of the requirements for the Chrysler  
13 contract was that the vendor provide shopping tools, the  
14 same shopping tools we talked about earlier that  
15 AutoData had since the 1990s. Find a car, select a car,  
16 price a car, calculate payments.

17                  The interesting thing is that AutoData  
18 had already been doing the same work for Chrysler  
19 Canada. This contract that's in dispute was for  
20 Chrysler U.S. Prior to having the contract with  
21 Chrysler U.S., they were doing this work for Chrysler  
22 Canada. So it wasn't a lifetime opportunity to do work  
23 for Chrysler U.S. They had been doing work for a number  
24 of auto manufacturers, including Chrysler, before they  
25 got this opportunity.

1                   Versata claims that AutoData was telling  
2 people that they had a broad license to Versata  
3 technology and that they were a Versata replacement. I  
4 ask you to pay attention to the evidence and see who  
5 made these statements, and what evidence is there that  
6 AutoData exaggerated the rights that they had to the  
7 Versata patents.

8                   Plus, you'll see that in responding to  
9 the Chrysler request for quote, this was where AutoData  
10 had to submit their bid. They submitted a detailed  
11 document that explained why they thought they could  
12 satisfy the requirements.

13                  In this document, you won't see any  
14 reference to Versata licenses, Versata patents. There's  
15 not even a reference to them claiming to be cheaper than  
16 Versata. So they were competing, I think you'll find,  
17 on their own merits for this business.

18                  Now, after AutoData was awarded the  
19 business, the evidence will show that Versata started  
20 getting concerned about that. And you'll hear some  
21 testimony from a gentleman by the name of Chuck  
22 Sullivan. Chuck Sullivan used to be the primary  
23 Chrysler contact when this bidding process was going on  
24 involving the request for quote. He got deposed in this  
25 case.

1                   He's not going to testify here live as a  
2 witness, but we're going to show you his deposition  
3 testimony. His deposition testimony was after he had  
4 left Chrysler. So he was testifying as a former  
5 employee of Chrysler.

6                   He's going to say that in June of 1998,  
7 he had lunch with Mr. Jacops, who's going to testify  
8 here today, and that Mr. Jacops told him around the time  
9 that the decision was going to be made, that AutoData  
10 was selected, that Mr. Jacops made the comment: We like  
11 to win, and when we don't win, we sue.

12                  Mr. Jacops also made comments about  
13 AutoData didn't have the right to fulfill this contract,  
14 because they didn't have the rights to the Versata  
15 patents.

16                  Interestingly, though, after AutoData got  
17 the contract and ultimately completed the website work  
18 for Chrysler and we got sued for patent infringement,  
19 the patent infringement doesn't involve anything in the  
20 website that got launched. So what Versata patents was  
21 he talking about at that lunch?

22                  Later on, in 2010, AutoData added a  
23 feature called vehicle comparison that was based on  
24 their ACE technology back from 1995. That's the  
25 technology that's accused of infringing the patent, the

1 Versata patent, but it wasn't in the original website.

2                   So AutoData was able to launch that  
3 website without using any Versata technology.

4                   So as I said, AutoData did win the  
5 Chrysler business. They were awarded with this lawsuit,  
6 but at least they were able to have a successful launch  
7 of the Chrysler website. I think we have a letter from  
8 September 2008 that announces the launch.

9                   Chrysler was excited. They indicated  
10 they wanted to express their thanks to everyone who  
11 worked so hard to get the launch done and referred to  
12 AutoData and Chrysler as a small family, and that they  
13 satisfied the requirements under the contract with  
14 flying colors.

15                  So, Ladies and Gentlemen, this is the  
16 evidence that AutoData intends to present in this case.  
17 At the end of the trial, you will have the opportunity  
18 to evaluate each side and see, did we fulfill our  
19 promises to you to present that evidence. And I hope  
20 that AutoData will have fulfilled that promise.

21                  The attorneys and AutoData appreciate  
22 your time and your effort, and we hope that you can help  
23 us reach a fair and just resolution of this matter.  
24 Thank you.

25                  THE COURT: Thank you, Mr. Adams.

1 MR. ADAMS: Thank you.

2 THE COURT: We will now take our luncheon  
3 break. We will typically take an hour for lunch each  
4 day. We will also typically have a 15-minute break in  
5 the morning and a 15-minute break in the afternoon just  
6 so you can stretch your legs.

7 But let's -- let's be back in court at  
8 12:00 -- I'm sorry -- 1:35. And I -- we will hear the  
9 beginning of the evidence at that time.

10 Thank you. We'll take a recess.

11 COURTROOM DEPUTY: All rise.

12 THE COURT: Let's see. Do we have  
13 Mr. Potts?

14 (Jury out.)

15 THE COURT: Very well. Do -- okay. Very  
16 well.

17 If there's nothing further at this time,  
18 we will adjourn for our luncheon hour.

19 (Lunch recess.)

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24 CERTIFICATION

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1 I HEREBY CERTIFY that the foregoing is a  
2 true and correct transcript from the stenographic notes  
3 of the proceedings in the above-entitled matter to the  
4 best of my ability.

5

6

7

8 /s/ \_\_\_\_\_  
9 SHELLY HOLMES, CSR \_\_\_\_\_  
Official Court Reporter \_\_\_\_\_  
State of Texas No.: 7804 \_\_\_\_\_  
10 Expiration Date 12/31/12 \_\_\_\_\_

Date

11

12 /s/ \_\_\_\_\_  
13 SUSAN SIMMONS, CSR \_\_\_\_\_  
Official Court Reporter \_\_\_\_\_  
State of Texas No.: 267 \_\_\_\_\_  
14 Expiration Date 12/31/12 \_\_\_\_\_

Date

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